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AMERICAN ARBITRATION ASSOCIATION

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SHAMROCK BUILDING SYSTEMS, INC.,

Case No. 13 110Y 00622 05

Claimant,

- against -

ROSE REALTY CORP. and TEMPEST
REALTY CORP.,

Respondents.

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CLAIMANT'S POST-HEARING BRIEF

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PRELIMINARY STATEMENT

Claimant, Shamrock Building Systems, Inc. ("Shamrock"), submits this post-hearing brief in support of its claim against respondents, Rose Realty Corp. ("Rose") and Tempest Realty Corp. ("Tempest"), seeking to recover \$417,085.56 due under the parties' construction contract, including unpaid change orders for additional and extra work requested by the respondents, as well as unpaid sales tax. In addition, Shamrock seeks to recover interest, reasonable attorney's fees and arbitration costs and fees.

As the Supreme Court, New York County, has determined, on September 25, 2003, Shamrock, as general contractor, entered into an agreement with both Tempest and Rose, as owners, whereby Shamrock agreed to construct a new building on East 121st Street, New York, New York, and respondents agreed to pay Shamrock the lump sum price of \$3,285,000.00 (hereinafter referred to as the "Contract").¹

After the Contract was executed, Shamrock diligently performed its work thereunder. In addition, as a result of numerous changes that respondents made to the plans and the contract scope, Shamrock performed additional and extra work under the Contract at the specific instance and direction of the respondents.

¹ A copy of the court's order and judgment, dated May 16, 2006, is annexed hereto as Exhibit "1."

ARGUMENT

POINT I

SHAMROCK IS ENTITLED TO AN AWARD AGAINST BOTH
ROSE REALTY AND TEMPEST REALTY, AS OWNERS

As previously stated, the Supreme Court of the State of New York has already determined that both Rose Realty and Tempest Realty are owners under, and therefore are parties to, the contract with Shamrock. (See attached judgment dated May 16, 2006 at page 6.) Thus, every reference to "Owner" in the parties contract (Exhibit C-4) necessarily includes both Rose Realty and Tempest Realty. Therefore, Shamrock is entitled to an award against both Rose Realty and Tempest Realty, as the Owner of this Project, for the monies due under the contract.

Respondents' repeated arguments during the hearings that Tempest Realty, which concededly owns real property lots on which the building was constructed by Shamrock (see also Exhibits C-1 and C-2), was not an active participant in the Project have already been rejected by the Court. Thus, Respondents' arguments are irrelevant and merely seek to reargue the law of the case as determined by the Court. Also, respondents' claims regarding the circumstances under which the contract was executed (which facts are disputed by Shamrock) are immaterial as the contract is a binding, legal document signed by both Mr. Moloney and Mr. Burke, and respondents have never sought to rescind or repudiate same.

Moreover, as the evidence presented at the hearings demonstrates, it was Mr. Moloney who administered and controlled this Project on behalf of the Owners. It was impossible to determine whether Mr. Moloney, at any given time, was acting on behalf of Rose Realty, Tempest Realty, Liffey Van Lines, or one of his other entities. For example, Liffey Van Lines, not Rose Realty or Tempest Realty, contracted with the architect for the Project. (Exhibit C-

104). However, all dealings by Shamrock with the Owners of the Project were with Mr. Moloney personally. Mr. Moloney even paid Shamrock out of various checking accounts. (Exhibit C-103.)

Therefore, any award issued to Shamrock in this proceeding should be against Rose Realty and Tempest Realty, jointly and severally.

POINT II

SHAMROCK IS ENTITLED TO PAYMENT FOR EXTRA WORK, EVEN THOUGH CHANGE ORDERS ARE NOT IN WRITING

It is undisputed that Shamrock performed all of the extra and additional work outlined in its change order log. (Exhibit C-18). It is also undisputed that many of the extra and additional work items were performed by Shamrock as a result of changes made to the contract plans. There is no dispute that Shamrock constructed the Project in accordance with the revised plans. Moreover, it is undisputed that Shamrock's actual cost to perform each item of such extra and additional work is the amount reflected in its change order log. Respondents offered no evidence to refute any of the foregoing facts!

Instead, the only evidence presented by respondents was the conclusory testimony given by Mr. Moloney in which he claimed that he told Shamrock that there were to be "no extras" on the Project. This testimony was directly contradicted by both Seamus Burke and Jack Morehouse of Shamrock, who noted that Mr. Moloney personally made numerous changes to the plans and contract scope, resulting in additional and extra work being performed by Shamrock. They further described conversations with Mr. Moloney on several, different occasions where he told them to do the extra work and that he would "settle up" with Shamrock at the end of the Project. Mr. Burke also testified that he met with Mr. Moloney on more than one occasion and together

they reviewed Shamrock's then-current change order log. (See, e.g., Exhibit C-17.)

Although Article 12.1 of the Contract states that changes in the work shall be authorized by written change order, Shamrock is entitled, under firmly-established law, to payment for the additional and extra work it performed, notwithstanding the lack of written change orders.

The law in New York is well settled that where a written contract provides that it can only be modified by a writing, an oral modification to the written contract is valid and enforceable if there has been partial performance "unequivocally referable" to the oral modification. Rose v. Spa Realty Assocs., 42 N.Y.2d 338, 343-344, 397 N.Y.S.2d 922 (1977).

Following this principle, the courts have repeatedly held that a contractor is entitled to payment for extra work, orally directed, outside the scope of the contract, notwithstanding a contract provision that a claim for extra work must be supported by written authorization. See Barsotti's, Inc. v. Consolidated Edison Co. of New York, Inc., 254 A.D.2d 211, 212, 680 N.Y.S.2d 88, 89 (1st Dep't. 1998), ("Under New York law, oral directions to perform extra work, or the general course of conduct between the parties, may modify or eliminate contract provisions requiring written authorization"), quoting United States for Benefit of Evergreen Pipeline Const. Co. v. Merritt Meridian Const. Corp., 890 F.Supp. 1213, 1220 (S.D.N.Y. 1995), aff'd in relevant part, 95 F.3d 153 (2d Cir. 1996); Hedden Const. Co. v. Rossiter Realty Co., 136 A.D. 601, 121 N.Y.S. 64 (1st Dep't. 1910), aff'd, 202 N.Y. 522, 95 N.E. 1130 (1911) (where plans are revised, contractor is entitled to furnish the extra work specified in the revised plans and specifications and to recover compensation therefor, despite the lack of compliance with the contract's requirement that extras be authorized in writing); Austin v. Barber, 227 A.D.2d 826, 828, 642 N.Y.S.2d 972, 974 (3d Dep't. 1996) (contractor was entitled to compensation for orally requested changes and extra work, notwithstanding contract provision requiring written orders for same);

Weaver v. Acampora, 227 A.D.2d 727, 728, 642 N.Y.S.2d 339, 341 (3d Dep't. 1996) (property owners waived their right to insist upon compliance with requirement that change orders be in writing, by orally requesting various changes and accepting work performed by contractor pursuant to the oral requests); La Rose v. Backer, 11 A.D.2d 314, 319-320, 203 N.Y.S.2d 740, 746 (3d Dep't. 1960) ("when the owner knowingly receives and accepts the benefits of extra work orally directed by himself and his agents, the owner is equitably bound to pay the reasonable value thereof, notwithstanding the provisions of his contract that any extra work must be supported by a written authorization signed by the owner, such conduct working a waiver of that requirement.").

Here, respondents waived any right they may have had to insist that change orders be in writing prior to the work being performed or paid for, by orally requesting the performance of additional, extra and change order work, having their architect and structural engineer revise the contract plans and furnish same to Shamrock, consenting to Shamrock's performance of said work and accepting the work performed by Shamrock.

Furthermore, the evidence presented at the hearings demonstrates that the course of conduct between the parties was such that most communications between the principals were oral and that additional and extra work was typically requested by the Owner, orally. In fact, it was the respondents who failed to comply with the Contract when Mr. Moloney verbally ordered changes to Shamrock's work without issuing a written Construction Change Directive as required by Paragraph 12.1 of the Contract. (Exhibit C-4).

Finally, all parties conceded that Mr. Moloney and Seamus Burke had a prior social and professional relationship. Both admitted that they were friends and Mr. Burke described his prior social and business interactions with Mr. Moloney. Mr. Burke also testified as to a prior

construction project in Mahopac, New York, on which Mr. Moloney, as owner, orally requested that Shamrock perform additional and extra work and subsequently paid Shamrock for said work without the use of signed, written change orders.

Mr. Burke also testified that with respect to the project at issue, he did not press Mr. Moloney for payment for the extra and additional work performed because respondents did not have their financing in order until late in the project (i.e., June 2004). (Exhibit C-103.)

With respect to Shamrock's claims for extra work, the following is a reprint of Shamrock's change order log (Exhibit C-18, as amended) with references to the documentary evidence admitted at the hearings in support of each item of work:

#	Description	Subcontractor	Amount	Relevant Exhibits
1	Steel tonage increase for load requirements	Liberty Steel	24,050.00	C-19, C-20, C-23, C-24, C-21, C-22, C-28
2	CO#1, Added steel to increase elevator size	Liberty Steel	3,700.00	C-27, C-28
3	CO#2, Cut holes in beams for sprinkler pipe	Liberty Steel	3,900.00	C-25, C-26, C-27, C-27A, C-28
4	Permits, fees, redesign, etc.	Jae Ko & Associates	19,750.00	C-29, C-30
5	Permits, fees, redesign, etc.	Outsource	3,439.00	C-31
6	Permits, fees, redesign, etc.	EMR	9,218.00	C-32
7	Permits, fees, redesign, etc.	DD Design Group	10,259.00	C-33
8	CO#1, Increased service to 800 amp for elevator upgrade	Wamco Associates	12,220.00	C-34, C-35, C-36, C-38, C-37, C-41
9	CO#2 description	Wamco Associates	8,700.00	C-39, C-41
10	CO#3, Fire Alarm revisions	Wamco Associates	9,800.00	C-40, C-41
11	Plumbing additions	Metrotech Mechanical	12,600.00	C-42, C-43, C-45
12	Elevator increase from 4500lb to 11000lb	Otis Elevator	n/c	C-46, C-47, C-48, C-49

13	Re-work loading dock to accept new stair (CO#1)	Shannon Brothers	4,730.00	C-50, C-51, C-52
14	CO#1	Spectrum Glass	8,180.00	C-53, C-54, C-56
15	See CO#1	Dember Construction	14,931.00	C-57, C-59, C-13, C-15, C-16, C-62, C-65
16	See CO#2	Dember Construction	17,821.00	C-60, C-13, C-15, C-16, C-62, C-65
17	See CO#3	Dember Construction	21,901.00	C-61, C-13, C-15, C-16, C-62, C-65
18	Additional drywall work per revised drawings	Dember Construction	35,966.50	C-57, C-63, C-65
19	Dry Pipe sprinkler system	Capitol Fire Sprinkler	6,500.00	C-66, C-67, C-68
20	CO#1, Roof insulation	Tailored Roofing	4,260.00	C-69, C-70, C-71
21	See CO#1, install 8" channel in loading dock	Loading Dock, Inc.	300.00	C-72, C-73, C-74, C-75
22	See CO#1	Knickerbocker	1,892.85	C-76, C-77, C-78, C-79
23	Enclosing buildings/labor & burden	Shamrock	36,648.11	C-80
24	Enclosing buildings/travel/misc. materials	Shamrock	4,074.84	C-81
	Total Change Order Cost		274,841.30	
	10% FEE		27,484.13	
	10% OVERHEAD		27,484.13	
25	Sales Tax Charged on Materials	Selected Subcontractors	66,736.00	C-82

TOTAL

\$396,545.56

With respect to change order #1 above, the original architectural and structural drawings prepared by the respondents' design professionals called for a concrete loading dock with slight angles and a floor load of 20,000 lbs. (Exhibit C-5 - dwg S-3). As respondents' employee, Michael

Neville, conceded at the hearings, it was respondents' intention to have large, heavy trucks pull into the loading dock area, and, thus, the loading docks had to be configured to accommodate the larger trucks and the area had to be capable of withstanding large truck loads of 80,000 lbs. Thus, the architectural and structural drawings were revised by respondents' design professionals to call for a loading dock with steel infill and a floor load of 80,000 lbs. (Exhibit C-8 - dwgs S -1 and S-8, revised 3/1/04; Exhibit C-7 - compare dwg A-2 11/12/02, revised 4/28/04, revised 8/12/04). Shamrock's subcontractor thereafter had to add steel to accommodate the revised load requirements (Exhibit C-21).

The sum claimed for change order #1 above is calculated by taking the difference between the original price proposal (\$546,000) given by Shamrock's subcontractor for the work based on the original drawings (see Exhibits C-19 and C-20) and the ultimate subcontract price (\$570,050) agreed upon by the parties which includes the revised scope of work (see Exhibit C-22). The difference of \$24,050 is actually less than what Shamrock's subcontractor had quoted for this extra work (Exhibit C-21).

With respect to change orders #2 and #8 above, because the elevator size was changed by Mr. Moloney from a 4500 pound capacity elevator (as per paragraph 14 of exhibit B to the parties' contract - Exhibit C-4) to an 11,000 pound capacity elevator (Exhibits C-46 and C-47; see also Exhibit C-7 - dwg A-7, revised 11/24/03), additional steel was required to install 12" channels to which the pistons would attach (change order #2 above - Exhibit C-27) and the electrical service had to be increased from 600 to 800 amps (Exhibits C-35, C-36, C-37 and C-38).

Regarding change order #3 above, Shamrock had to have its subcontractor Liberty Steel cut holes in the steel beams in the new building so that the fire sprinkler main could be raised in order

to provide additional head height clearance as requested by Mr. Moloney. (Exhibits C-25, C-26, C-27 and C-27A). The original structural drawings did not show any such penetrations required, and thus, the sprinkler pipes were originally designed to hang below the beams. (Exhibit C-5). The photographs offered at the hearings by respondents (Exhibits Q-1 through Q-9) do not bear on this issue as they conveniently do not show the fire sprinkler main.

The work covered by change orders #2 and #3 above was performed by Liberty Steel pursuant to a signed, written change order with Shamrock (see co. #1, dated 6/28/04 as part of Exhibit C-28) and Liberty billed Shamrock for the change order work performed. (See Liberty's application for payment for 2/2/04-7/5/04 - Exhibit C-28).

With respect to change orders #4-7 above, all permits, fees and design services (except for the redesign of exterior walls and gutter drainage) were excluded from Shamrock's contract. (See Exhibit C-4 at page 1, paragraph 1 (General Conditions) and page 4 (Clarifications and Exclusions) of exhibit B to the Contract). Shamrock has paid the consultants the amounts claimed in this proceeding. (Exhibits C-29, C-30, C-31, C-32 and C-33).

It is undisputed that the interior layout of the building changed on multiple occasions. In fact, the respondents' architect revised the plans on more than one occasion to reflect said changes. (Exhibit C-7 - various revisions to architectural plans). Mr. Moloney acknowledged that what was actually built by Shamrock was what he had wanted (Tr. 2/1, p. 206) and the photographs offered by respondents (Exhibits R-1 through R-3) confirm that what was built by Shamrock was different from that shown on the original plans. These changes resulted in various items of additional work being performed by Shamrock's subcontractors. For example, Wamco Associates was required to perform additional electrical work (change order #9 above - Exhibit C-39) and fire alarm work.

(change order # 10 above - Exhibit C-40).⁵ Additional bathroom fixtures which were added to the original contract drawings were included in Metrotech Mechanical's subcontract. (Change order #11 above - Exhibits C-42 and C-43; see also revised architectural plans - Exhibit C-7). Various doors, windows, frames and walls were also changed and Spectrum Glass performed said changed work at an extra cost. (Change order #14 above- Exhibit C-54).

The interior drywall partition work was changed in the first revised set of architectural plans dated November 24, 2003. (Exhibit C-7). These revised plans were then used to subcontract out the work to Dember Construction. (Exhibit C-57). The reasonable value of that changed work (change order # 18 above) was estimated by Shamrock's construction cost estimating expert, Jay Weatherly, to be \$35,966.50. (Exhibit C-63). His estimate was never challenged by Respondents.

Respondents made additional, significant interior layout changes (Exhibits C-7, C-13, C-15, C-16 and C-62) after Shamrock entered into its subcontract with Dember, which Dember performed pursuant to signed, written change orders. (Change orders #15, 16 and 17 above - Exhibits C-59, C-60 and C-61).

Mr. Morehouse testified, without contradiction by respondents, that Shamrock's subcontractor, Shannon Brothers, also was required to perform several items of extra work due to various changes made by Mr. Moloney. Shannon Brothers performed this extra work pursuant to a signed, written change order. (Change order #13 above - Exhibit C-51.)

With respect to change order #19 above, Shamrock's contract with the respondents included

⁵ At the hearing on February 1, 2007, Bill Moser of Wamco confirmed that Wamco had indeed performed the three items of extra work reflected in Shamrock's change order log (Exhibit C-18 - change orders # 8, 9 and 10 above) and that Wamco had charged Shamrock the amounts indicated.

an interior wet pipe fire sprinkler. (See Exhibit C-4 - para. 15 on page 3 of 4 of exhibit B). As an alternate, Shamrock's subcontractor had quoted an additional charge of \$6,500 to install a dry system in the first floor loading area. (Exhibit C-66 - page 3 of 5). Mr. Moloney subsequently requested that a dry system be installed in that area and, thereafter, it was installed. (Exhibit C-67).

Shamrock's witnesses gave unrefuted testimony that Mr. Moloney had changed the type of roof system to be installed at the lower roof in the rear of the new building from a built-up roof system pitched with gutters to a flat roof with roof drains. These changes resulted in Shamrock's subcontractor having to install tapered insulation in that area so as to slope the roof towards the drains. This work was performed by Tailored Roofing pursuant to a signed, written change order with Shamrock. (Change order #20 above - Exhibit C-70).

Change orders # 21 and #22 are for smaller amounts and are self-evident from the exhibits identified in the above chart.

With respect to change orders #23 and #24 above, it is also undisputed that Shamrock performed the labor to connect the new building to the existing buildings owned by respondents in the rear. This work was clearly outside the scope of the original contract and was not shown on any of the plans. (Exhibits C-4 and C-5). The unrefuted testimony of Michael Burke was that Mr. Moloney supplied the majority of the materials and directed him and his crew as to what work to perform. The cost of the labor supplied by Shamrock was \$36,648.11. (Exhibit C-80). Additionally, miscellaneous materials and travel costs were incurred totaling \$4,074.84. (= \$3079.77 + \$995.07 from Exhibit C-81).

The testimony that a markup of 10% for overhead and 10% for profit on all of Shamrock's change orders is fair and reasonable and common in the industry was also not disputed by

respondents.

POINT III

SHAMROCK IS ENTITLED TO RECOVER SALES TAX

Shamrock entered into the Contract and, specifically, agreed to the lump sum price of \$3,285,000.00, in reliance upon respondents' representation that they and this project were exempt from taxes. In fact, the Contract expressly provides, at Article 8.5: "Owner responsible for all taxes or supply tax exempt number." However, respondents failed to provide a tax exempt certificate.

As a result, Shamrock was forced to pay sales tax charged by its subcontractors and suppliers in the amount of \$66,736.00,⁶ for which respondents have failed and refused to reimburse Shamrock.⁷

Therefore, Shamrock is entitled to recover this sum from respondents.

The testimony of Richard Imprescia, a witness called by respondents, while enlightening as to the confusing regulations concerning a qualified enterprise zone, should not serve to alter the express agreement between the parties that respondents are responsible for the taxes. While Mr. Imprescia testified that ordinarily the person who pays the taxes is the one entitled to seek a refund from the State, in this case, the burden of paying the taxes falls squarely on respondents. It is they who should reimburse Shamrock for the taxes paid and it is they who should then seek a refund from the State.

⁶ The actual amount of sales tax that Shamrock has paid is substantially higher, but this is the sum for which Shamrock has been able to obtain back-up documentation.

⁷ Respondents' obligation to reimburse Shamrock for these taxes in the sum of \$66,736.00 appears as change order #25 in the above change order log.

Nevertheless, regardless of which party is responsible for applying for a refund, as Mr. Imprescia made clear, the refund is only applicable to the New York state portion of the sales tax (= 4%). Thus, under any argument, Shamrock has paid the non-state portion of the sales tax for which it cannot seek any refund. Clearly, under the terms of the parties' contract, the respondents should be liable to Shamrock for same.

The following is a summary of the sales tax payments made by Shamrock to only some of its subcontractors (i.e., an abbreviated, modified version of Exhibit C-82) with references to documentary evidence in support of each item. These figures were not challenged by respondents. An additional column has been added showing the calculation of the non-state (New York) sales tax portion only (for which, even the respondents concede, Shamrock cannot obtain a refund).

<u>Selected Subcontractors</u>	<u>Work Performed</u>	<u>Contract</u>	<u>Materials</u>	<u>Sales Tax</u>	<u>Relevant Exhibits</u>	<u>Non-State (NY) Sales Tax Portion</u>
Shannon Brothers Contracting	Masonry (Brick)	112,111	33,000	2,805	C-83	1,485
Liberty Steel	Structural Steel	570,050	375,879	20,521	C-84, C-22 (p.1, exhibit B)	20,521*
Tailored Roofing, Inc.	EPDM Roofing	68,444	28,180	2,464	C-85, C-99	1,339
J.C. Plastering	EIFS	116,900	24,582	2,145	C-86, C-87	1,162
Dember Construction, Inc.	Metal studs/Drywall/Insulation/HM	302,653	90,795	7,490	C-89	3,859
Spectrum Glass, Inc.	Doors/Windows	66,180	40,061	2,404	C-90, C-53	2,404*
Janus International Corp.	Interior partitions	11,480	6,831	589	C-91 (p. 1, exhibit B)	589*
Otis Elevator Company	Elevator	150,000	73,382	6,054	C-93, C-47 (p.1)	3,119
Capital Fire Sprinkler Co.	Fire protection	145,123	96,749	8,441	C-82, C-67	4,571
Metrotech Mechanical Corp.	Plumbing	61,500	20,000	1,650	C-98	850

* Subcontractor is located outside New York State. No New York State sales tax paid.

Wamco Associates, Inc.	Electrical	205,722	137,149	11,966 ⁸	C-82, C-34	6,480
Int'l Fireproof Door	Door	-	1,282	102	C-94	55
W.W. Grainger, Inc.	36 in. exhaust fan	-	1,327	105	C-95	105*
TOTALS		\$1,981,600	\$932,217	<u>\$66,736</u>		46,539

Recovery of the amount of sales tax paid is available to Shamrock under theories of breach of contract (since the Contract expressly provides that respondents are “responsible for all taxes”) as well as reformation of contract. It is well settled that a contract may be reformed where there has been a mistake or fraud. See Kadish Pharmacy, Inc. v. Blue Cross Blue Shield of Greater N.Y. Inc., 114 A.D.2d 439, 494 N.Y.S.2d 354, 355 (2d Dep't. 1985); Migliore v. Manzo, 28 A.D.2d 620, 621, 813 N.Y.S.2d 762, 764 (2d Dep't. 2006); Joseph Davis, Inc. v. Tully, 76 A.D.2d 946, 947, 428 N.Y.S.2d 747, 749 (3d Dep't. 1980).

Here, the Contract was executed based upon either the parties' mutual mistake as to respondents' tax exempt status or respondents' fraudulent misrepresentation as to their tax exempt status. Clearly, if Shamrock had known that respondents were not exempt from taxes and, consequently, that Shamrock would be required to pay sales taxes to its subcontractors, it would not have agreed to the lump sum price of \$3,285,000.00. Therefore, the Contract should be reformed to add sales tax in the amount of \$66,736.00 to the contract price (or at the very least, \$46,539, representing the non-New York state sales tax portion).

⁸ In his testimony on February 1, 2007, Bill Moser of Wamco Associates estimated that the total sales tax due on account of the materials supplied under Wamco's base subcontract was approximately \$5,000. (Tr, p.22, see also Exhibit R-P.)

POINT IV

SHAMROCK IS ENTITLED TO RECOVER ITS ATTORNEY'S FEES AND COSTS

It is respectfully submitted that Shamrock, which, for the foregoing reasons, should be found to be the prevailing party, should also be awarded its reasonable attorneys' fees due to the fact that both parties in the proceeding have demanded fees.

Rule 44(d) of AAA's Construction Industry Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Construction Disputes) unequivocally states that "[t]he award of the arbitrator may include interest at such rate and from such date as the arbitrator may deem appropriate; and an award of attorneys' fees if all parties have requested such an award or it is authorized by law or their arbitration agreement." (Emphasis added.) It is to be noted that the Appellate Division, First Department has specifically held that based upon the AAA's rules, it is entirely appropriate for an AAA arbitrator to award attorneys' fees if both parties request attorneys' fees (even if there is no attorneys' fees provision in the parties' agreement). Warner Bros. Records, Inc. v. PPX Enterprises, Inc., 7 A.D.3d 330, 776 N.Y.S.2d 269 (1st Dep't 2004). In Warner Bros., the First Department provided the following rationale for its holding:

The agreement between the parties did not specifically provide for attorneys' fees in the event of a dispute, but the arbitration clause did incorporate the Commercial Arbitration Rules of the American Arbitration Association. Rule 45(d) authorizes an award of attorneys' fees where, for example, all parties have requested such an award. Inasmuch as both sides are on record as having requested attorneys' fees, the award was appropriate.

Id.

In the case at bar, it is clear that both parties included express demands for attorneys' fees in their claims. Moreover, at least two months after the arbitration hearings had already commenced,

and just days prior to the final arbitration hearing day, respondents amended their counterclaim and again demanded that they be awarded attorneys' fees. Thus, it cannot reasonably be disputed that both parties have repeatedly demanded attorneys' fees in this proceeding.

Consequently, it is respectfully submitted that Shamrock should be awarded its reasonable attorneys' fees. In this regard, as demonstrated by the accompanying affidavit of legal services, Shamrock's reasonable attorneys' fees and disbursements total \$79,961.74.

Lastly, since Shamrock clearly should be found to be the prevailing party in this proceeding, pursuant to Rule 44(c), the arbitrator should also find that respondents are liable for all fees, expenses, and arbitrator compensation in connection with the within proceeding and that they should reimburse Shamrock for all sums paid as fees, expenses, and arbitrator compensation.

Accordingly, it is respectfully submitted that the arbitrator should (i) award Shamrock reasonable attorneys' fees, (ii) require respondents to pay all fees, expenses, and arbitrator compensation in connection with the within proceeding and (iii) require respondents to reimburse Shamrock for all fees, expenses, and arbitrator compensation it (Shamrock) has already paid.

POINT V

RESPONDENTS HAVE NOT PROVEN ANY OF THEIR COUNTERCLAIMS OR OFFSETS

The respondents have failed to offer any evidence in support of their counterclaims for defective, incomplete or damaged work. Most noteworthy was the complete absence of any proof of damages allegedly suffered by respondents.

With respect to the counterclaim that five (5) of Shamrock's subcontractors have filed mechanic's liens against the respondents' property, respondents inexplicably fail to account for the undisputed proof that the lien filed by R.P Decking was previously paid and satisfied in 2004. (See

check to R.P. Decking, included in Exhibit C-28). Regarding the other four (4) liens, they have all expired by operation of law. While all of the liens were timely extended for one (1) year in 2005, none of them has been foreclosed upon or further extended by court order. (See NY County Judgment Docket and Lien Book Search Summaries dated 3/15/07 attached hereto as Exhibit "2" showing that none of the liens (with the exception of Shamrock's lien) has been extended or foreclosed. See also, attached hereto, as Exhibit "3", is NY County Civil Index Inquiries as of 3/15/07 confirming that no action(s) to foreclose or extend the liens has(ve) been commenced.) Lien Law §17 states that a mechanic's lien which has been extended for one (1) year expires unless within that year, an action to foreclose the lien has been commenced or a court order is obtained extending the lien for an additional one (1) year. Since neither a foreclosure action has been commenced nor a court order has been obtained within one year of the filing of each lien extension, all four (4) liens have expired.

Nevertheless, Shamrock's controller, Greg Barnes, explained that these four subcontractors have not been paid, not only because respondents have not paid Shamrock in full, but also because of the open claims for extras and sales tax which are the subject of this proceeding. For example, Dember Construction claims the sum of \$30,265.30 in its lien, yet there are three (3) change orders relating to Dember's work totaling in excess of \$53,000 which are the subject of this dispute.

Respondents are also not entitled to recovery on their belated claim for liquidated damages. Respondents' initial claims did not seek liquidated damages from Shamrock. Prior to the last hearing date, Respondents filed an amended counterclaim seeking \$100.00 per day for failure to complete the work on time.

The parties' contract (Exhibit C-4) states that the work was to be substantially completed not

later than 150 days from the date of commencement. Paragraph 2.1 defined the date of commencement, in part, as three weeks after final approval of structural steel shop drawings. The undisputed testimony at the hearings was that the steel drawings were approved on January 4, 2004 (Exhibit C-8), thus establishing the date of commencement as January 25, 2004. As a result, the work was scheduled to be substantially completed by no later than approximately June 25, 2004.

Jack Morehouse of Shamrock testified that the work under the contract was substantially complete no later than the date of inspection and sign-off of the elevator, which was September 24, 2004.⁹ This event occurred approximately three months beyond the original 150-day contract duration.

Mr. Morehouse also testified, without any dispute by respondents, that the three-month delay from June 25, 2004 to September 24, 2004 was attributable to two causes: (1) a stop work order issued by the City in March 2004 because of respondents' failure to obtain necessary approval from the NYC-DEP (Exhibit C-102); and (2) the numerous and substantial changes made by the respondents to the contract work. (Exhibit C-18.) The stop work order was in effect for 34 days from March 23, 2004 (Exhibit C-102) to April 26, 2004 (Exhibit C-31 - Outsource invoice April 27, 2004). The multitude of changes by Mr. Moloney clearly justified the remaining two months of delay to the project.

On the contrary, respondents did not offer any evidence as to any specific project delays caused by Shamrock or its subcontractors.

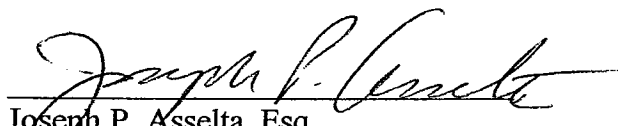
⁹ Although respondents may not have obtained a certificate of occupancy for the premises until some time later, any delay in that regard was directly and solely attributable to Respondents' failure to obtain a sidewalk permit for work performed by another contractor hired by Respondents.

CONCLUSION

By reason of the foregoing, Shamrock requests an award in the sum of \$417,085.56, plus interest at the rate of 9% from February 25, 2005, attorneys' fees and the costs and disbursements incurred in this proceeding.

Dated: Mineola, New York
March 27, 2007

Respectfully submitted,



Joseph P. Asselta, Esq.
AGOVINO & ASSELTA, LLP
Attorneys for Claimant,
Shamrock Building Systems, Inc.
170 Old Country Road, Suite 608
Mineola, NY 11501
(516) 248-9880

jpa\shamrock.rose.post-hearingbrief
pk 3/26/07

Exhibit 1

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK : IAS PART 4**

Application of DANIEL MOLONEY, TEMPEST
REALTY CORP., LIFFEY VAN LINES, INC.,
and ROSE REALTY CORP.,

Index No. 103822/05

Motion Seq. 005

Petitioners,

JUDGMENT

For an Order Pursuant to Article 75 of
the New York Civil Practice Law and
Rules staying Arbitration of a certain
controversy at the American Arbitration
Association,

-against-

SHAMROCK BUILDING SYSTEMS, INC.,

Respondent.

KIBBIE F. PAYNE, J.:

In this CPLR article 75 proceeding, respondent Shamrock Buildings Systems, Inc. (Shamrock) moves pursuant to CPLR 4403 for a judgment modifying the report of a special referee to compel petitioners Tempest Realty, Liffey Van Lines, Inc. and Rose Realty Corporation to proceed to arbitration. Petitioners cross-move to confirm the report. For the reasons stated below, this court grants Shamrock's motion to a limited extent, denies the cross-motion and denies in part the petition to stay arbitration.

Moloney is the president of Tempest Realty, Liffey Van Lines and Rose Realty. Tempest Realty has no employees, and Rose Realty has three employees, including Moloney and his wife. In

UNFILED
This judgment has not been filed by the County Clerk and notice of entry can be obtained hereon. To obtain entry, counsel or interested representatives must appear in person at the County Clerk's Office (Room 141B).

2003, Moloney and Shamrock, a general contractor, met to discuss the construction of a new building to be known as 234 East 121st Street, New York, New York. The planned structure was to sit on tax block 1785, lot numbers 34, 36, 37 and 38. Rose Realty owns lot 34, and Tempest Realty owns lot numbers 36, 37 and 38. Prior to the construction, 234 East 121st Street was a structure limited to lot 34.

On September 25, 2003, Shamrock and Moloney entered into an "Abbreviated Standard Form of Agreement Between Owner and Contractor . . ." for the project described as "234 East 121st Street, New York, New York." The contract's first page provided a space for the "name, address and other information" of "the Owner." Shamrock and Moloney left that information blank. On the contract's signature page, however, Moloney signed his name under the description "OWNER" (emphasis in original). Although the signature line asked for the signatory's "printed name and title," Moloney provided his name without any qualification.

The contract states that "[t]he Owner shall pay the Contractor [\$3,285,000.00] in current funds for the Contractor's performance of the Contract." For its work, Shamrock received the majority of payments from Moloney personally, Liffey Van Lines, Rose Realty and non-party Donovan & Giannuzzi, LLP, attorneys for Moloney. Correspondence between Moloney and Shamrock on the project referred to Moloney at both the offices

of Rose Realty or Liffey Van Lines.

After completion of the contract, a dispute arose regarding extra work payments. Pursuant to the arbitration provision in the contract, Shamrock commenced an arbitration proceeding before the American Arbitration Association against Moloney, individually, Tempest Realty, Liffey Van Lines and Rose Realty.¹ In response to the demand, petitioners commenced this CPLR article 75 proceeding, by order to show cause and petition, to permanently stay arbitration between them and respondent. Petitioners argued that the arbitration agreement exists between Rose Realty and Shamrock only, not between all petitioners and Shamrock. Petitioners reason that Rose Realty owned lot 34, known as 234 East 121st Street when the contract was executed, and therefore Moloney could not have signed the contract on behalf of any other corporate petitioner.

Petitioners' motion was held in abeyance, pending a special referee report on the following issues: (1) whether Moloney executed the construction contract as an individual and/or officer of one or more of the remaining petitioners and

¹ Article 9.10.4 of the contract provides in pertinent part:

"Claims, disputes and other matters in question arising out of or relating to the Contract that are not resolved by mediation . . . shall be decided by arbitration"

(2) whether a basis exists for imputing the intent to arbitrate on Tempest Realty, Liffey Van Lines and Rose Realty (see TNS Holdings, Inc. v MKI Securities Corp., 92 NY2d 335, 339 [1998] [explaining, by analogy to the piercing of the corporate veil, the limited circumstances where it is necessary for the court to impute the intent to arbitrate to a nonsignatory of an agreement to arbitrate])).² The special referee report and recommendation, among other things, concluded that Moloney executed the contract on behalf of Rose Realty and, as conceded by Rose Realty, it is bound to arbitrate. Determining that Tempest Realty and Liffey Van Lines were nonsignatories to the agreement, the referee concluded that no grounds exist for subjecting them to arbitration.

Shamrock now moves pursuant to CPLR 4403 to modify the referee's report to add Tempest Realty and Liffey Van Lines as parties bound by the contract, and to delete those portions of the report purporting to find that certain work performed by Shamrock fell outside the construction contract. Shamrock does not challenge the report's determination that Moloney did not sign the contract in his individual capacity and that the intention to arbitrate should not be imputed on Tempest Realty or

² The court referred an additional issue concerning petitioner-intervenor Allied Van Lines, Inc. However, Shamrock and Allied Van Lines entered a stipulation of discontinuance with prejudice, rendering that question academic.

That portion of the referee's report which determined that some of the work performed by Shamrock "was not done under the Agreement" and otherwise purported to determine the merits of the underlying dispute is struck as outside the scope of the reference and within the province of the arbitral tribunal.

Accordingly, it is

ORDERED that respondent's motion pursuant to CPLR 4403 to modify the referee's report is granted to the extent indicated above; and it is further

ORDERED that petitioners cross-motion pursuant to CPLR 4403 to confirm the referee's report is denied; and it is further


ORDERED that petitioners' underlying motion for a stay of arbitration pursuant to CPLR article 75 is granted to the extent that the arbitration is permanently stayed as to Daniel Moloney in his individual capacity and Liffey Van Lines, and the motion is otherwise denied; it is further

ORDERED that petitioners Rose Realty and Tempest Realty proceed to arbitration with Shamrock; and it is further

ORDERED that petitioner shall serve a copy of this judgment with notice of entry on the arbitral tribunal within 20 days of its entry.

The foregoing constitutes the decision and judgment of the court.

DATE: MAY 16 2008


Kibbie F. Payne, J.S.C.

UNFILED JUDGMENT
This judgment has not been filed by the County Clerk and notice of entry cannot be served based hereon. To obtain entry, counsel or authorized representative must appear in person at the Judgment Clerk's Desk (Room 141B).

U.S. NEW YORK COUNTY CLERKS OFFICE NEW YORK
TERM: PE88 MECHANICS LIEN BOOK INQUIRY
CONTROL NUMBER : 001880789 - 01

DATE: 03/15/07
TIME: 11:55:00

*** DOCKETING DATA ***
DOCKETING DATE: 08/02/2004
TIME: 10:32:00
EFFECTIVE DATE: 08/02/2004
TIME: 10:32:00
CLERK/SEQ # : AKING 031

*** SOURCE DOCUMENT ***
TYPE: ML MECHANICS LIEN
COUNTY: 31 NEW YORK
COURT: S SUPREME COURT
TOTAL BLOCKS & LOTS: 01
INDEX NUMBER: 5
UPDATED: N

*** PREMISES ***
BLOCK #: 01785 LOT #: 00034
ADDRESS NUMBER: 234 STREET: E 121ST ST
CITY : NEW YORK NY ZIP CODE: 10035

*** OWNER/CORPORATION ***
NAME FORMAT C : ROSE REALTY CORP
*** LIENOR ***
NAME FORMAT C : R.P. DECKING LTD
ADDRESS NUMBER: 17408 STREET: W ELIZABETH AVE
CITY : GOODYEAR AZ ZIP CODE: 85338

AMOUNT: \$24500.00

ENTER CONTROL NUMBER FOR NEXT INQUIRY

PRESS: PF1- HELP, PF2- CANCEL PF8- 2ND PAGE, PF9-REPORT, ENTER- INQUIRE

CONTROL NUMBER : 001880789 - 01

*** LIENOR ATTORNEY ***

NAME FORMAT C : JOSEPH A CAMARDO JR
ADDRESS NUMBER: 127 STREET: GENESEE ST
 CITY : AUBURN NY ZIP CODE: 13021

*** AGAINST WHOM CLAIMED ***

NAME FORMAT C : K.S.M. ENTERPRISES, INC
ADDRESS NUMBER: STREET:
 CITY : ZIP CODE: 00000

*** DISPOSITION DATA ***

DISPOSITION: Y

DATE: 09 / 28 / 2004 OPERATOR ID: ABOLT

REMARKS: Y (Y OR N)

ENTER CONTROL NUMBER FOR NEXT INQUIRY

PRESS: PF2- CANCEL INQUIRE PF7- RETURN TO THE FIRST PAGE, ENTER- INQUIRE REC

BOOK TYPE: 03

DATE	REMARKS
08022004	AFFIDAVIT OF SERVICE FILED DOC#2428.
09282004	SATISFIED.

3PRESS:PF1- HELP, PF2- RETURN, PF7- SCR UP, PF8- SCR DOWN, CLEAR- RESHOW

*** DOCKETING DATA ***
DOCKETING DATE: 02/24/2005
TIME: 11:53:00
EFFECTIVE DATE: 02/24/2005
TIME: 11:53:00
CLERK/SEQ # : LRICARD 005
*** SOURCE DOCUMENT ***
TYPE: ML MECHANICS LIEN
COUNTY: 31 NEW YORK
COURT: S SUPREME COURT
TOTAL BLOCKS & LOTS: 01 UPDATED: N
INDEX NUMBER: 264

*** PREMISES ***
BLOCK #: 01785 LOT #: 00034
ADDRESS NUMBER: 234 STREET: EAST 121ST STREET
CITY : NY NY ZIP CODE: 00000
*** OWNER/CORPORATION ***
NAME FORMAT C : ROSE REALTY INC AKA ROSE REALTY CORP
*** LIENOR ***
NAME FORMAT C : CSC OF NY INC
ADDRESS NUMBER: STREET: PO BOX 1026
CITY : YONKERS NY ZIP CODE: 10704

AMOUNT: \$4000.00
ENTER CONTROL NUMBER FOR NEXT INQUIRY
PRESS: PF1- HELP, PF2- CANCEL PF8- 2ND PAGE, PF9-REPORT, ENTER- INQUIRE

MECHANICS LIEN INQUIRY CONTINUED
CONTROL NUMBER : 001961325 - 01

*** LIENOR ATTORNEY ***

NAME FORMAT C : N/A
ADDRESS NUMBER: STREET:
 CITY : ZIP CODE: 00000

*** AGAINST WHOM CLAIMED ***

NAME FORMAT C : SHAMROCK BUILDING SYSTEMS INC
ADDRESS NUMBER: STREET:
 CITY : ZIP CODE: 00000

*** DISPOSITION DATA ***

DISPOSITION:

DATE: / / OPERATOR ID:

REMARKS: Y (Y OR N)

ENTER CONTROL NUMBER FOR NEXT INQUIRY

PRESS: PF2- CANCEL INQUIRE PF7- RETURN TO THE FIRST PAGE, ENTER- INQUIRE REC

CONTROL NUMBER: 001961325 -

REMARKS

PRESS:PF1- HELP, PF2- RETURN, PF7- SCR UP, PF8- SCR DOWN, CLEAR- RESHOW

*** DOCKETING DATA ***
DOCKETING DATE: 02/28/2005
TIME: 03:22:00
EFFECTIVE DATE: 02/28/2005
CLERK/SEQ # : SBOONE 021
*** SOURCE DOCUMENT ***
TYPE: ML MECHANICS LIEN
COUNTY: 31 NEW YORK
COURT: S SUPREME COURT
TOTAL BLOCKS & LOTS: 10
INDEX NUMBER: 000543
UPDATED: N

*** PREMISES ***
BLOCK #: 01785 LOT #: 00034
ADDRESS NUMBER: 228234 STREET: E 121ST ST
CITY : NY NY ZIP CODE: 00000

*** OWNER/CORPORATION ***
NAME FORMAT C : ROSE REALTY CORP
*** LIENOR ***

NAME FORMAT C : SHAMROCK BUILDING SYSTEMS INC
ADDRESS NUMBER: 5825 STREET: GORE PL
CITY : AUSTELL GA ZIP CODE: 30106

AMOUNT: \$600000.00

ENTER CONTROL NUMBER FOR NEXT INQUIRY

PRESS: PF1- HELP, PF2- CANCEL PF8- 2ND PAGE, PF9-REPORT, ENTER- INQUIRE

MECHANICS LIEN INQUIRY CONTINUED
CONTROL NUMBER : 001963150 - 07

*** LIENOR ATTORNEY ***

NAME FORMAT C : AGOVINO & ASSELTA LLP
ADDRESS NUMBER: 170 STREET: OLD COUNTRY RD STE 608
CITY : MINEOLA NY ZIP CODE: 11501

*** AGAINST WHOM CLAIMED ***

NAME FORMAT C : ROSE REALTY CORP
ADDRESS NUMBER: STREET:
CITY : ZIP CODE: 00000

*** DISPOSITION DATA ***

DISPOSITION:

DATE: / / OPERATOR ID:

REMARKS: Y (Y OR N)

ENTER CONTROL NUMBER FOR NEXT INQUIRY

PRESS: PF2- CANCEL INQUIRE PF7- RETURN TO THE FIRST PAGE, ENTER- INQUIRE RECD

BOOK TYPE: 03

DATE	REMARKS
02282005	LIEN ADDRESS: 228-234, 238-242 E 121ST STREET NY NY
02282005	OWNERS: ROSE REALTY CORP; TEMPEST REALTY CORP; LIFFEY VAN LINES INC
02282005	ALLIED VAN LINES
02282005	AFFIDAVIT #541
02222006	LIEN EXTENDED FOR 1YR DOC#175.
02162007	MECHANIC LIEN EXTENDED ONE YEAR BY ORDER OF JUSTICE WILLIAM J DAVIS
02162007	SIGNED AND DATED 2/16/2007, INDEX # 101628/07, DOC # 165

PRESS:PF1- HELP, PF2- RETURN, PF7- SCR UP, PF8- SCR DOWN, CLEAR- RESHOW

*** DOCKETING DATA ***
DOCKETING DATE: 03/02/2005
TIME: 12:38:00
EFFECTIVE DATE: 03/02/2005
TIME: 12:38:00
CLERK/SEQ # : LRICARD 009
*** SOURCE DOCUMENT ***
TYPE: ML MECHANICS LIEN
COUNTY: 31 NEW YORK
COURT: S SUPREME COURT
TOTAL BLOCKS & LOTS: 01
INDEX NUMBER: 559
UPDATED: N

*** PREMISES ***
BLOCK #: 01785 LOT #: 00034
ADDRESS NUMBER: 234 STREET: EAST 121ST STREET
CITY : NY NY ZIP CODE: 00000

*** OWNER/CORPORATION ***
NAME FORMAT C : ROSE REALTY INC AKA ROSE REALTY CORP
*** LIENOR ***

NAME FORMAT C : DEMBER CONSTRUCTION
ADDRESS NUMBER: 54-30 STREET: 44TH STREET
CITY : MASPETH NY ZIP CODE: 11378

AMOUNT: \$30265.30

ENTER CONTROL NUMBER FOR NEXT INQUIRY

PRESS: PF1- HELP, PF2- CANCEL PF8- 2ND PAGE, PF9-REPORT, ENTER- INQUIRE

MECHANICS LIEN INQUIRY CONTINUED
CONTROL NUMBER : 001963379 - 01

*** LIENOR ATTORNEY ***

NAME FORMAT C : N/A
ADDRESS NUMBER: STREET:
 CITY : ZIP CODE: 00000

*** AGAINST WHOM CLAIMED ***

NAME FORMAT C : SHAMROCK BUILDING SYSTEMS, INC
ADDRESS NUMBER: STREET:
 CITY : ZIP CODE: 00000

*** DISPOSITION DATA ***

[DISPOSITION:
 DATE: / / OPERATOR ID:

[REMARKS: Y (Y OR N)

ENTER CONTROL NUMBER FOR NEXT INQUIRY

PRESS: PF2- CANCEL INQUIRE PF7- RETURN TO THE FIRST PAGE, ENTER- INQUIRE REC

DATE	REMARKS
03022005	AFFIDAVIT # 559
02282006	LIEN EXTENDED FOR 1YR DOC#217.

PRESS:PF1- HELP, PF2- RETURN, PF7- SCR UP, PF8- SCR DOWN, CLEAR- RESHOW

*** DOCKETING DATA ***
DOCKETING DATE: 03/11/2005
TIME: 12:23:00
EFFECTIVE DATE: 03/11/2005
TIME: 12:23:00
CLERK/SEQ # : LRICARD 019
*** SOURCE DOCUMENT ***
TYPE: ML MECHANICS LIEN
COUNTY: 31 NEW YORK
COURT: S SUPREME COURT
TOTAL BLOCKS & LOTS: 01
UPDATED: N
INDEX NUMBER: 659

*** PREMISES ***
BLOCK #: 01785 LOT #: 00034
ADDRESS NUMBER: 234 STREET: EAST 121ST STREET
CITY : NY NY ZIP CODE: 00000
*** OWNER/CORPORATION ***
NAME FORMAT C : ROSE REALTY INC. AKA ROSE REALTY CORP
*** LIENOR ***
NAME FORMAT C : CAPITOL FIRE SPRINKLER CO., INC
ADDRESS NUMBER: 51-51 STREET: 59TH PLACE
CITY : WOODSIDE NY ZIP CODE: 11377

AMOUNT: \$14612.31
ENTER CONTROL NUMBER FOR NEXT INQUIRY
PRESS: PF1- HELP, PF2- CANCEL PF8- 2ND PAGE, PF9-REPORT, ENTER- INQUIRE

DATE: 03/15/2

TIME: 12:09:0

LAST PAGE: 00C

CONTROL NUMBER: 001966140 -

REMARKS

REMARKS

PRESS:PF1- HELP, PF2- RETURN, PF7- SCR UP, PF8- SCR DOWN, CLEAR- RESHOW

CONTROL NUMBER: 001967452 .

REMARKS

PRESS:PF1- HELP, PF2- RETURN, PF7- SCR UP, PF8- SCR DOWN, CLEAR- RESHOW

CONTROL NUMBER : 001967452 - 01

*** LIENOR ATTORNEY ***

NAME FORMAT C : N/A
ADDRESS NUMBER: STREET:
CITY : ZIP CODE: 00000

*** AGAINST WHOM CLAIMED ***

NAME FORMAT C : SHAMROCK BUILDING SYSTEMS INC
ADDRESS NUMBER: STREET:
CITY : ZIP CODE: 00000

*** DISPOSITION DATA ***

[DISPOSITION:
DATE: / / OPERATOR ID:

[REMARKS: Y (Y OR N)

ENTER CONTROL NUMBER FOR NEXT INQUIRY

PRESS: PF2- CANCEL INQUIRE PF7- RETURN TO THE FIRST PAGE, ENTER- INQUIRE REC

Exhibit 3

OFFICE OF THE COUNTY CLERK - NEW YORK COUNTY
CIVIL INDEX INQUIRY

SELECT I/M	PLAINTIFF	VS.	DEFENDANT	---	I	N	D	E	X---
				YEAR	NUMBER	SEQ			
	CSC CLEARING CORP		PORT AUTHORITY OF N Y & N J	1994	105421	000			
	CSCEC INCORPORATED		CAL MART CONSTRUCTION CORP	1990	024111	000			
	CSCEC US INCORPORATED		MUTUAL LIFE INS CO OF N Y	1990	015548	000			
	CSCEC US INCORPORATED		CAL MART CONSTRUCTION CORP	1990	024416	000			
	CSCEC US INCORPORATED		BROOKLYN NAVY YARD DEVELOPMEN	1991	012759	000			
	C SCHMIDT & SONS INC		N Y STATE LIQUOR AUTHORITY	1978	019624	000			
	C SCHMIDT & SONS INC		N Y S LIQUOR AUTHORITY	1980	012918	000			
	CSC HOLDINGS INC		NORTH EASTERN FABRICATORS INC	1998	121616	000			
	CSC HOLDINGS INC		MICROSOFT CORP	2005	108723	000			
	C S C INSURANCE		VACONTE ANTHONY	1994	127286	000			
	C S C INSURANCE		BAFFI ANN	1994	127286	000			
	C S C INSURANCE		CORRERO RUBEN	1994	127286	000			
	C S C INSURANCE		VARGAS SONIA	1994	127286	000			
	C S C INSURANCE		SIKAURIAN TAXI INC	1994	127286	000			
	C S C INSURANCE		IBRAHIM RASHIN N	1994	127286	000			

F3=EXIT F5=DISPLAY F7=BACKWARD F8=FORWARD F12=EXIT MAIN PrtScn=PRINT

CSC - 41

SELECT I/M	PLAINTIFF	VS.	DEFENDANT	---	I	N	D	E	X---
				YEAR	NUMBER	SEQ			
C S	BRIDGE FUNDING INC		DOE JANE	2006	603768	001			
C S	BROOKS INC		CORPORACION LAJAT S A DE C V	2002	127243	000			
C S	BROOKS INC		HOUSE OF LAJAT S A DE C V	2002	127243	000			
C S	BROOKS INC		GARZA LAZARO B	2004	600612	000			
C S	BROWN ASSOCIATES INC		BANCO DO BRASIL FIFTY FORTY	1988	023275	000			
C S	BROWN ASSOCIATES INC		BANCO DO BRASILE S A ET AL	1988	025924	000			
C S	BROWN ASSOCIATES INC		PROMOTION GROUP OF N Y INC ET	1991	035128	000			
C S	BROWN ASSOCIATES INC		AMCORE ASSOCIATES INC	1993	110886	000			
C S	BROWN ASSOCIATES INC		ORGEL CHARLES	1993	110886	000			
C S	BROWN ASSOCIATES INC		WEISSBERG BRUCE Z	1993	110886	000			
C S	BROWN ASSOCIATES INC		REALTY INFORMANTION TRACKING	1993	110886	000			
C S	BROWN ASSOCIATES INC		GOLDSMITH JAMES A	1993	110886	000			
C S	BROWN ASSOCIATES INC		MURPHY ROBERT	1993	110886	000			
C S	BROWN PARTNERS INC		ALFRED DUNHILL LTD	1999	602839	000			
C S	BROWN PARTNERS INC		423 WEST 55TH STREET LLC	2001	604228	000			

F3=EXIT F5=DISPLAY F7=BACKWARD F8=FORWARD F12=EXIT MAIN PrtScn=PRINT

CSC

OFFICE OF THE COUNTY CLERK - NEW YORK COUNTY
CIVIL INDEX INQUIRY

SELECT I/M	PLAINTIFF	VS.	DEFENDANT	---	I	N	D	E	X---
				YEAR	NUMBER	SEQ			
	CAPITOL FIREPROOF STEEL		RAYMOND INTERNATIONAL BUILDER	1983	003662	000			
	CAPITOL FIRE SPRINKLER CO		FONDA LOS MILAGROS INC	1985	013447	000			
	CAPITOL FIRE SPRINKLER CO		IS ILA REALTY CORPORATION	1986	004783	000			
	CAPITOL FIRE SPRINKLER CO INC		PARK SEEN REALTY ASSOC	1996	603183	000			
	CAPITOL FIRE SPRINKLER CO INC		BETESH LEON	1996	603183	000			
	CAPITOL FIRE SPRINKLER CO INC		COHEN MORRIS	1996	603183	000			
	CAPITOL FIRE SPRINKLER CO INC		JEHAL LAWRENCE	1996	603183	000			
	CAPITOL FIRE SPRINKLER CORP		PARK SEEN REALTY ASSOC	1996	603183	000			
	CAPITOL FISHING		CHELSEA 23RD ST CORP ET AL	1990	003150	000			
	CAPITOL FUEL OIL TRANSPORTATI		CITY OF NEW YORK	1996	115950	000			
	CAPITOL FUEL OIL TRANSPORTATI		N Y C DEPT OF GENERAL SVCS	1996	115950	000			
	CAPITOL FUEL OIL TRANSPORTATI		GIULIANI RUDOLPH	1996	115950	000			
	CAPITOL HARDWARE MFG CO		GIOVANE ENTERPRISES LTD	1989	023038	000			
	CAPITOL HILL GROUP		MEDLANTIC HEALTHCARE GROUP	1994	109566	000			
	CAPITOL HILL GROUP		CAPITOL HILL HOSPITAL	1994	109566	000			

F3=EXIT F5=DISPLAY F7=BACKWARD F8=FORWARD F12=EXIT MAIN PrtScn=PRINT

Capitol Fire - 11

OFFICE OF THE COUNTY CLERK - NEW YORK COUNTY
CIVIL INDEX INQUIRY

SELECT I/M	PLAINTIFF	VS.	DEFENDANT	---	I	N	D	E	X---
				YEAR	NUMBER	SEQ			
	COMMS OF STATE INS FUND		SHAMROCK ASBESTOS ABATEMENT	1992	043991	000			
	COMMS OF STATE INS FUND		SHAMROCK ASBESTOS ABATEMENT	1993	407447	000			
	COMMS OF STATE INS FUND		SHAMROCK AUTO PARTS INC	1981	042743	000			
	ORIX CREDIT ALLIANCE INC		SHAMROCK AUTO SALES INC ET AL	1991	014572	000			
	BAGWIN BROS SERVICE CENTER IN		SHAMROCK BROADCASTING INC	1995	105653	000			
	PALERMO MICHELLE		SHAMROCK BROADCASTING INC	1996	106045	000			
	PRICE CHRISTOPHER		SHAMROCK BROADCASTING INC	1997	114928	000			
	GILBERT SEGALL & YOUNG LLP		SHAMROCK BUILDING SVCS CORP	1999	600300	000			
	MOLONEY DANIEL		SHAMROCK BUILDING SYSTEMS INC	2005	103822	000			
	TEMPEST REALTY CORP		SHAMROCK BUILDING SYSTEMS INC	2005	103822	000			
	LIFFEY VAN LINES INC		SHAMROCK BUILDING SYSTEMS INC	2005	103822	000			
	ROSE REALTY CORP		SHAMROCK BUILDING SYSTEMS INC	2005	103822	000			
	ARNOLD COLUMBUS		SHAMROCK BUS LINE ET AL	1983	025708	000			
	AFCO CREDIT CORPORATION		SHAMROCK BUSLINES INC	1994	134383	000			
	EWING LARRY		SHAMROCK CAB CO INC ET AL	1971	013920	000			

F3=EXIT F5=DISPLAY F7=BACKWARD F8=FORWARD F12=EXIT MAIN PrtScn=PRINT

Shamrock - Δ

CCOAMINI SUPREME COURT - STATE OF NEW YORK DATE: 03/15/2007
INDEX NO: 103822 2005 OFFICE OF THE COUNTY CLERK - NEW YORK COUNTY TIME: 12:42:58
PURCHASE: 03182005 CIVIL INDEX MINUTE BOOK INQUIRY

PLAINTIFF NAME: MOLONEY DANIEL DEFENDANT NAME: SHAMROCK BUILDING S
ATTORNEY: AGULNICK & GOGEL, L ATTORNEY: UNKNOWN
321 BROADWAY - 6TH
NEW YORK, NEW YORK
1-212 233-9500

SEQ DATE MINUTES
0001 03182005 PETITION

0001 07152005 ORDER IAS PART 4 SEQ 001,002 PETITION
HELD IN ABEYANCE PENDING HEARING

0001 07282005 NOTICE OF ENTRY

0001 08102005 NOTICE OF ENTRY

0001 01132006 ORDER IAS PART 85R SEQ 03 DISPOSED OF

0002 01132006 STIPULATION OF DISCONTINUANCE

0001 05312006 JUDGMENT - SD 06-01-2006

0001 06142006 NOTICE OF APPEAL #1692

0001 06222006 NOTICE OF APPEAL #1782

0001 07122006 APPELLATE DIVISION RECEIPTS(2)

SELECT I/M	PLAINTIFF	VS.	DEFENDANT	---I N D E X---
				YEAR NUMBER SEQ
	DEMBER CONSTRUCTION		IN RE ARTEK GROUP LIMITED	1991 022230 000
	DEMBER CONSTRUCTION CO		RUBIN & COHEN IROWN WORKS INC	1973 014237 000
	DEMBER CONSTRUCTION CO		UNISON ELECTRIC CONTRACTING	1980 022498 000
	DEMBER CONSTRUCTION CORP		REGAL CONSTRUCTION CORP	1971 010147 000
	DEMBER CONSTRUCTION CORP		WESTMOT REALTY CORP ET AL	1972 022804 000
	DEMBER CONSTRUCTION CORP		ZINGAFELLA REALTY CORP ET AL	1973 019545 000
	DEMBER CONSTRUCTION CORP		ZINGARELL REALTY CORP	1974 011669 000
	DEMBER CONSTRUCTION CORP		J C PENNEY CO INC	1974 017499 000
	DEMBER CONSTRUCTION CORP		STATEN ISLAND MALL ET AL	1975 003413 000
	DEMBER CONSTRUCTION CORP		ABBOTT SOMMER INC	1976 004084 000
	DEMBER CONSTRUCTION CORP		EPDEY ELECTRIC INC	1976 006199 000
	DEMBER CONSTRUCTION CORP		STANLEY P MILLER ET AL	1976 012571 000
	DEMBER CONSTRUCTION CORP		E F DEY ELECTRIC INC	1977 008934 000
	DEMBER CONSTRUCTION CORP		G C OBRIEN INC ET AL	1977 016100 000
	DEMBER CONSTRUCTION CORP		INTER STEEL CORP	1977 017133 000

F3=EXIT F5=DISPLAY F7=BACKWARD F8=FORWARD F12=EXIT MAIN PrtScn=PRINT

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SELECT I/M	PLAINTIFF	VS.	DEFENDANT	---	I	N	D	E	X---
				YEAR	NUMBER	SEQ			
	DEMBER CONSTRUCTION CORP		TOTTENHAM REALTY CORP ET AL	1978	005644	000			
	DEMBER CONSTRUCTION CORP		JOHNSON ELECTRICAL CORP ET AL	1979	013677	000			
	DEMBER CONSTRUCTION CORP		JOHNSON ELECTRICAL CORP ET AL	1979	014552	000			
	DEMBER CONSTRUCTION CORP		UNISON ELECTRIC CONTRACTING	1980	022498	000			
	DEMBER CONSTRUCTION CORP		INRE S & A MECHANICAL CORP	1981	001402	000			
	DEMBER CONSTRUCTION CORP		S FIELDMAN LUMBER CO INC ET A	1989	008928	000			
	DEMBER CONSTRUCTION CORP		IN RE POLONIA RESTORATION CO	1989	023815	000			
	DEMBER CONSTRUCTION CORP		IN RE R & J CONSTRUCTION CORP	1990	016250	000			
	DEMBER CONSTRUCTION CORP		IN RE DISCHARGE MECHANICS LIE	1990	028437	000			
	DEMBER CONSTRUCTION CORP		IN RE DISCHARGE MECHANICS LIE	1990	028438	000			
	DEMBER CONSTRUCTION CORP		IN RE DISCHARGE MECHANICS LIE	1990	028439	000			
	DEMBER CONSTRUCTION CORP		IN RE DISCHARGE MECHANICS LIE	1990	028440	000			
	DEMBER CONSTRUCTION CORP		IN RE DISCHARGE LIEN	1990	028562	000			
	DEMBER CONSTRUCTION CORP		IN RE R & J CONSTRUCTION CORP	1991	002403	000			
	DEMBER CONSTRUCTION CORP		IN RE DISCHARGE MECHANICS LIE	1991	004493	000			

F3=EXIT F5=DISPLAY F7=BACKWARD F8=FORWARD F12=EXIT MAIN PrtScn=PRINT

Dember 4

OFFICE OF THE COUNTY CLERK - NEW YORK COUNTY
CIVIL INDEX INQUIRY

SELECT I/M	PLAINTIFF	VS.	DEFENDANT	---	I	N	D	E	X---
				YEAR	NUMBER	SEC			
	DEMBER CONSTRUCTION CORP		IN RE DISCHARGE MECHANICS LIE	1991	012253	000			
	DEMBER CONSTRUCTION CORP		IN RE DISCHARGE MECHANICS LIE	1991	012254	000			
	DEMBER CONSTRUCTION CORP		IN RE SYBEDON CORPORATION ETA	1991	015289	000			
	DEMBER CONSTRUCTION CORP		NEW YORK HOSTEL COMPANY ET AL	1991	015290	000			
	DEMBER CONSTRUCTION CORP		IN RE CONFRIM AWARD	1991	022881	000			
	DEMBER CONSTRUCTION CORP		IN RE RIVER PILE & FDN CO INC	1991	026941	000			
	DEMBER CONSTRUCTION CORP		IN RE DISCHARGE LIEN	1991	030113	000			
	DEMBER CONSTRUCTION CORP		IN RE DISCHARGE LIEN	1991	030564	000			
	DEMBER CONSTRUCTION CORP		ARTEK GROUP LIMITED	1992	000487	000			
	DEMBER CONSTRUCTION CORP		JACOBSON & COMPANY	1992	004488	000			
	DEMBER CONSTRUCTION CORP		STERN FIRE PROTECTION CO	1992	004488	000			
	DEMBER CONSTRUCTION CORP		NEW YORK HOSTEL CO ET AL	1992	024222	000			
	DEMBER CONSTRUCTION CORP		FINE ART CONSTRUCTION CO	1995	118541	000			
	DEMBER CONSTRUCTION CORP		ISHAK MUHAMMED	1995	118541	000			
	DEMBER CONSTRUCTION CORP		ISHAQ MOHAMED	1995	118541	000			

F3=EXIT F5=DISPLAY F7=BACKWARD F8=FORWARD F12=EXIT MAIN PrtScn=PRINT

Dember - 4

SUPREME COURT - STATE OF NEW YORK
OFFICE OF THE COUNTY CLERK - NEW YORK COUNTY
CIVIL INDEX INQUIRY

SELECT I/M	PLAINTIFF	VS.	DEFENDANT	---	I	N	D	E	X---
				YEAR	NUMBER	SEQ			
	DEMBER CONSTRUCTION CORP		FINE ART CONSTRUCTION CO	1995	118541	000			
	DEMBER CONSTRUCTION CORP		ISHAQ MOHAMED	1995	118541	000			
	DEMBER CONSTRUCTION CORP		FINE ARTS CONSTRUCTION CO	1995	118541	001			
	DEMBER CONSTRUCTION CORP		BRYANT PARK RESTORATION CORP	1996	600726	000			
	DEMBER CONSTRUCTION CORP		5757 ASSOCIATES	1999	604882	000			
	DEMBER CONSTRUCTION CORP		WILLIAMS REAL ESTATE CORP INC	1999	604882	000			
	DEMBER CONSTRUCTION CORP		57 ST ASSOCIATES	1999	604882	000			
	DEMBER CONSTRUCTION CORP		STUDLEY JULIEN J	1999	604882	000			
	DEMBER CONSTRUCTION CORP		AVAMER ASSOCIATES	1999	604882	000			
	DEMBER CONSTRUCTION CORP		CARMEL ROBERT	1999	604882	000			
	DEMBER CONSTRUCTION CORP		COHEN MICHAEL T	1999	604882	000			
	DEMBER CONSTRUCTION CORP		COHEN JEROME	1999	604882	000			
	DEMBER FOUNDATION INC		IN RE DISSOLUTION	1989	013608	000			
	DEMBER SEYMOUR		5757 ASSOCIATES	1999	604882	000			
	DEMBERT BARBARA J		PERCY DEMBERT	1985	073394	000			

F3=EXIT F5=DISPLAY F7=BACKWARD F8=FORWARD F12=EXIT MAIN PrtScn=PRINT

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CCPCVFS

SUPREME COURT - STATE OF NEW YORK
OFFICE OF THE COUNTY CLERK - NEW YORK COUNTY
CIVIL INDEX INQUIRY

SELECT I/M	PLAINTIFF	VS.	DEFENDANT	---I N D E X---
				YEAR NUMBER SEQ
	TAILLON EVA J		A C & S INC	2002 114319 013
	TAILLON EVA J		A C & S INC	2002 114320 013
	TAILLON EVA J		A C & S INC	2002 114321 013
	TAILLON EVA J		A C & S INC	2002 114322 013
	TAILLON EVA J		A C & S INC	2002 114323 013
	TAILLON EVA J		A C & S INC	2002 114324 013
	TAILLON EVA J		A C & S INC	2002 114325 013
	TAILLON EVA J		A C & S INC	2002 114326 013
	TAILLON EVA J		A C & S INC	2002 114327 013
	TAILLON EVA J		A C & S INC	2002 114328 013
	TAILLON EVA J		A C & S INC	2002 114329 013
	TAILLON EVA J		A C & S INC	2002 114330 013
	TAILLON EVA J		A C & S INC	2002 114331 013
	TAILORED FABRICS INC		HALPERIN KNITTING MILLS ET AL	1973 019093 000
	TAILORED FABRICS INC		MARYLAND INSURANCE GROUP	1996 602964 000

F3=EXIT F5=DISPLAY F7=BACKWARD F8=FORWARD F12=EXIT MAIN PrtScn=PRINT

Tailored Fabrics

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SELECT I/M	PLAINTIFF	VS.	DEFENDANT	---	I	N	D	E	X---
				YEAR	NUMBER	SEQ			
	TAILORED TECHNOLOGIES LLC		ON THE AVE HOTEL	2003	600171	000			
	TAILOR NAGARJI K		HABIB AMERICAN BANK	1995	128737	000			
	TAILOR SARAH		KELLY RAYMOND	2004	112673	130			
	TAILORS INCORPORATED		EDWARD RIMBERG	1985	025464	000			
	TAILOR & TAILOR CLEANERS		ABILEME INC	2004	111534	000			
	TAI LOY CORP		TREIBER TAMAR	2002	114736	000			
	TAI LOY CORP		DOE JOHN	2002	114736	000			
	TAI LOY CORP		DOE JANE	2002	114736	000			
	TAI LUM TRADING INC		HONG KONG TV VIDEO PROGRAMS	1986	029083	000			
	TAI LUM TRADING INC		PO YUEN	1988	001348	000			
	TAI LUM TRADING INC		PO YUEN	1988	014359	000			
	TAIL WIND FUND LTD		LINK TWO COMMUNICATIONS INC	2004	601960	000			
	TAIL WIND FUND LTD		EAGLE BROADBAND INC	2004	601960	000			
	TAIMAN LEON		TAIMAN MARIA H O	2001	350638	000			
	TAI MAN T		HUI WAI L	1999	301191	000			

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OFFICE OF COURT ADMINISTRATION
CIVIL CASE INFORMATION SYSTEM

NWYK - CASE SEARCH

NUM	PLAINTIFF	DEFENDANT	JUSTICE	CALENDAR NO.	INDEX NO.
01D	MOLONEY, DANIEL	SHAMROCK BUILDING	PAYNE		103822/2000
02D	RUFINO, FRED	SHAMROCK MOBILE UN	SAXE		025029/198
03D	WHITESIDE, SACHIKO	SHAMROCK STABLES,	LOBIS		021327/1986
04D	PALERMO, THERESA	SHAMROCK STABLES,	COHEN		116666/1995
05D	SIEGFRIED, ANDREW	SHAMRZAE, ALI	LOWE		117101/1997
06D	CHIN, WING FON	SHAMS FASHIONS, IN	FINGERHOO		011805/1992
07D	CHIN, WING FONG	SHAMS FASHIONS, IN	EVANS		031541/1992
08D	MERRILL LYNCH, PIE	SHAMS, FARID	ALTMAN		031421/1992
09D	SHAMS, SANDRA	SHAMS, IMRAN		2003U-12555	312725/2003
10D	SHAMS, MONTASAR M	SHAMS, NUNMATIE		1998U-01909	301227/1998
11D	GLOBUS, DAVID	SHAMSAVARI, SCHERA	HUFF		012532/1989
12D	ELGHANYAN, KARMEL	SHAMSAVARI, SCHEHER	KLEIN		028496/1985
13D	COUNTRY WIDE INS.	SHAMSHOVICH, MARIA	LOWE		120022/1997
14D	CITY OF NEW YORK	SHAMSI, ABDUL H.	FRIEDMAN		400980/1999
15D	MCCULLOCH, MARGARE	SHAMSI, ABDUL MALI	SHERMAN		023146/1986
16D	SHAMSI, ZAFAR	SHAMSI, BRENDA		1987U-04139	064135/1987
17D	FULWOOD, LYNDIA	SHAMSI, SAYED HAID	SHERMAN	1991L-05504	006524/1989
18D	MCCULLOCH, MARGARE	SHAMSI, ABDUL MALIK	TYLER		028099/1986
19D	SACK, IAN	SHAMSID-DEEM, ABDU	YORK		116877/2000

Shamrock

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OFFICE OF COURT ADMINISTRATION
CIVIL CASE INFORMATION SYSTEM
NWYK - CASE SEARCH

NUM	PLAINTIFF	DEFENDANT	JUSTICE	CALENDAR NO.	INDEX NO.
01D	SIEGFRIED, ANDREW	SHAMRZAE, ALI	LOWE		117101/1997
02D	CHIN, WING FON	SHAMS FASHIONS, IN	FINGERHOO		011805/1992
03D	CHIN, WING FONG	SHAMS FASHIONS, IN	EVANS		031541/1992
04D	MERRILL LYNCH, PIE	SHAMS, FARID	ALTMAN		031421/1992
05D	SHAMS, SANDRA	SHAMS, IMRAN		2003U-12555	312725/2003
06D	SHAMS, MONTASAR M	SHAMS, NUNMATIE		1998U-01909	301227/1998
07D	GLOBUS, DAVID	SHAMSAVARI, SCHERA	HUFF		012532/1989
08D	ELGHANYAN, KARMEL	SHAMSAVARI, SCHEHER	KLEIN		028496/1985
09D	COUNTRY WIDE INS.	SHAMSHOVICH, MARIA	LOWE		120022/1997
10D	CITY OF NEW YORK	SHAMSI, ABDUL H.	FRIEDMAN		400980/1999
11D	MCCULLOCH, MARGARE	SHAMSI, ABDUL MALI	SHERMAN		023146/1986
12D	SHAMSI, ZAFAR	SHAMSI, BRENDA		1987U-04139	064135/1987
13D	FULWOOD, LYNDIA	SHAMSI, SAYED HAID	SHERMAN	1991L-05504	006524/1989
14D	MCCULLOCH, MARGARE	SHAMSI, ABDUL MALIK	TYLER		028099/1986
15D	SACK, IAN	SHAMSID-DEEM, ABDU	YORK		116877/2000
16D	KING, SAM	SHAMSID-DEEN, KARI	LEHNER		006465/1991
17D	NEW YORK CITY POLI	SHAMSID-DEEN, RASH	BRAUN		401918/1998
18	SHAMSKY, ARTHUR L.	SHAMSKY, KIM L. VA	LOBIS	2006E-00433	350019/2006
19D	SHAMSUDDIN, BRIGIT	SHAMSUDDIN, MOHAMM		2004U-04251	304049/2004

Shamrock Building System

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CIVIL CASE INFORMATION SYSTEM

NWYK - CASE SEARCH

NUM	PLAINTIFF	DEFENDANT	JUSTICE	CALENDAR NO.	INDEX NO.
01	BILL BLASS INTERNA	ROSE GROUP OF NEW	FRIED	2006L-04811	603791/2005
02D	SUZY'S FOOD	ROSE HILL	DE GRASSE		107746/1998
03D	SEBAH, PATRICK JAC	ROSE HILL AUCTION	TOLUB		600036/2003
04D	CAMPIONE, JOHN	ROSE HILL PROPERTY	STECHEER	1987E-00159	003973/1985
05D	WACHER, STEVEN	ROSE HILL PROPERTY	DAVIS		007181/1989
06D	PRODEX, N.V.	ROSE HILL PROPERTY	EDMEAD		109352/2003
07D	COLUMBIA RESEARCH	ROSE HILL PROPERTY	SANTAELLA		016048/1988
08D	CAMPIONE, JOHN	ROSE HILL PROPERTY	SHAINSWIT	1997L-00313	018870/1992
09D	GAWLEY, WILLIAM J.	ROSE HILL PROPERTY	CIPARICK		021177/1991
10D	WORLD TRAVEL SPECI	ROSE HILL PROPERTY	CAHN		104471/1994
11D	SLADE, MELISSA	ROSE HILL PROPERTY	DE GRASSE		004276/1991
12D	PEKING ART IMPORTE	ROSE HOUSE OF CARP	ALTMAN		114878/1993
13D	ROSE, FUMIKO S.	ROSE JR., RONALD D		2001U-03670	303429/2001
14D	CITIBANK NA	ROSE LOUIS	GAMMERMAN		102960/1994
15D	HEIDRICK & STRUGGL	ROSE MANAGEMENT, I	LEBEDEFF		114036/1995
16D	ROMNEY, EDGAR	ROSE MARE REID, IN	COLLAZO		110138/1994
17D	ROSE, ARTHUR	ROSE MICHAEL	GAMMERMAN		090021/1991
18D	STOPNIK, BURTON	ROSE NEDERLANDER	TOMPKINS	1999L-03777	112912/1996
19D	MOINIAN, JOSEPH	ROSE NEDERLANDER A	CAHN		602232/1999

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OFFICE OF COURT ADMINISTRATION
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NWYK - CASE SEARCH

NUM	PLAINTIFF	DEFENDANT	JUSTICE	CALENDAR NO.	INDEX NO.
01	GLOBAL ASSET MANAG	ROSE REALTY	MOSKOWITZ		600003/2006
02D	STANLEY, CORA	ROSE REALTY CORP.	GOODMAN		105700/1998
03D	127 RESTAURANT	ROSE REALTY GROUP	MADDEN	2003L-00193	603653/2001
04D	CHIN, WING FONG	ROSE RIDGE FASHION	TYLER		019232/1986
05D	ALITALIA-LINEE AER	ROSE ROBERTS TRAVE	SHAINSWIT		011987/1989
06D	TRANSPORTATION INS	ROSE TRUCKING	LOWE-DCM		116895/2000
07D	FOSTER, EVELYN	ROSE TRUCKING CORP	TOMPKINS		102796/1998
08D	WELGOSS, JOHN	ROSE 29, LLC.	KAPNICK	2002L-02285	106856/2001
09D	BATAN ENTP., INC.	ROSE-DORCOR 61 ASS	GLEN		006070/1986
10D	BARTHELEMY, REYNAL	ROSE-DURAND, MARGA		2006U-08245	305123/2006
11D	ROSE, JESSICA	ROSE, AARON	SILBERMAN		310208/1994
12D	ROSE, PATRICIA	ROSE, AL G		2003U-10379	306953/2003
13D	ROSE, MICHAEL	ROSE, ALEJANDRINA		1996U-01724	301106/1996
14D	HASKINS, MALACHI	ROSE, ALLAN V.	LOBIS	1992L-06246	022622/1991
15D	DUANE READE	ROSE, ALLEN V.	JAMES		600137/2004
16D	CONTINENTAL CASUAL	ROSE, ANDREW	MILLER	1993L-00917	034043/1991
17	ART CAPITAL GROUP,	ROSE, ANDREW C.	LOWE		601389/2005E
18D	ROSE, FAYE D	ROSE, ANDREW M		2003U-05035	318204/2002
19D	ROSE, ALVIN H	ROSE, ANGELA L		2004U-08982	313688/2003

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OFFICE OF COURT ADMINISTRATION

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NWYK - CASE SEARCH

NUM	PLAINTIFF	DEFENDANT	JUSTICE	CALENDAR NO.	INDEX NO.
01D	CAPITO JR., MARCEL	CAPITO, DEBORAH		U71060	060631/1986
02D	MILLER, DONNA	CAPITOL AIR	WRIGHT		029480/1983
03D	UNITED STATES UNDE	CAPITOL BUILDING &	DE GRASSE		602741/2002
04D	GECSEDI, THOMAS	CAPITOL BUILDING L	SCHLESING		102220/2000
05D	SANTOS, LISETTE	CAPITOL BUILDING S	TOLUB	2003L-01769	119937/2001
06D	LEE EXPEDITIONS, L	CAPITOL CABINET CO	TOMPKINS		007551/1990
07D	GREENWALD, LAWRENC	CAPITOL COIN & STA	WILK	77891	006029/1984
08D	HALL OF FAME MARIN	CAPITOL DIESEL, IN	DIAMOND		600828/2004
09D	WINE, LIQUOR & DIS	CAPITOL DISTRIBUTO	RYP		011864/1988
10D	COMMSRS. OF THE ST	CAPITOL DISTRIBUTO	CRANE		040780/1992
11D	DAWSON, ROSETTA	CAPITOL ENTERPRISE	STECHER		025648/1985
12D	BROADCAST MUSIC IN	CAPITOL EQUITIES C	FINGERHOO		031502/1991
13D	ATLANTIC MUTUAL IN	CAPITOL FIRE SPRIN	YORK		601721/2002
14D	FANTAUZI, RAMON VE	CAPITOL HALL	MILLER		130117/1995
15D	MARTE, CARMEN	CAPITOL HOLDING	MOSKOWITZ	1987L-02435	092361/1983
16D	IMPERIAL INS. CO.	CAPITOL INDEMNITY	LEHNER		040282/1978
17D	AGENCY MANAGERS, I	CAPITOL INDEMNITY	WRIGHT		011000/1985
18D	GOLDMAN, SHIRLEY	CAPITOL INTERNATIO	TYLER		004575/1979
19D	CORSENTINO, FLOR	CAPITOL LIFE INSUR	GREENFIEL	84601	019327/1980

Capitol Fire

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OFFICE OF COURT ADMINISTRATION
CIVIL CASE INFORMATION SYSTEM

NWYK - CASE SEARCH

NUM	PLAINTIFF	DEFENDANT	JUSTICE	CALENDAR NO.	INDEX NO.
01D	TAI, HWA LIN	TAI, YUEH HSIANG		2001U-09177	309765/2001
02D	KUI, TAI SANG	TAI, YUK LAN		1991U-03199	063202/1991
03D	TAIAE, AHMED	TAIAE, CHARLOTTE R		2003U-05640	303694/2003
04D	KUMAR, SAMPATH	TAIB BANK	HEITLER	1998L-05579	122807/1995
05D	PAPA, JULIET	TAIBBI, MICHAEL		1997U-10679	308005/1997
06D	TAIBI, EDDIE	TAIBI, MARIA		1991U-00232	060238/1991
07D	MEAUSSONE, JEAN-PA	TAIC, CHANTAL	TINGLING	2005L-00712	109955/2003
08D	ARLIT FLUSHING ASS	TAIC, LOUIS	SCHACKMAN	1991L-04527	025702/1988
09D	SOLOW MANAGEMENT	TAIC, LOUIS	COLLAZO	1994L-01842	027961/1991
10D	MIZRAHI, SHULAMAIT	TAIC, LOUIS	WEISSBERG	1998L-00953	101397/1997
11D	TAIC, CHANTAL	TAIC, LOUIS		2004U-03171	302362/2004
12D	REGENT CORP.	TAIDEX CORP.	ARBER		016308/1988
13D	KRAC, ANAT	TAIEB, GADI		2004U-03258	315263/2003
14D	BURKHART, BRAD	TAIEB, WALTER	ARBER		600098/1996
15D	CHERNYAKHOVSKAYA,	TAIHAN SUGAR	MCALLISTE	1997L-08567	104771/1996
16D	HAMCZYK, WALTER	TAIKU COMPANY	RAMOS	1988L-02697	019483/1986
17D	CARBONE, PATRICIA	TAIOLOGIANNIS, GEOR	GANS	1993L-06227	011667/1990
18D	COMMERCIAL CREDIT	TAILORCRAFT MFG. C	EDWARDS,		018318/1984
19D	KNIGHT INDUSTRIES,	TAILORED FABRICS,	TOMPKINS		112792/1996

Tailored Clothing

SUPREME COURT - STATE OF NEW YORK
OFFICE OF THE COUNTY CLERK - NEW YORK COUNTY
CIVIL INDEX INQUIRY

SELECT I/M	PLAINTIFF	VS.	DEFENDANT	---	I	N	D	E	X---
				YEAR	NUMBER	SEQ			
	SHAMROCK BUILDING SYSTEMS INC		ROSE REALTY CORP	2007	101628	000			
	SHAMROCK BUILDING SYSTEMS INC		TEMPEST REALTY CORP	2007	101628	000			
	SHAMROCK BUILDING SYSTEMS INC		LIFFEY VAN LINES INC	2007	101628	000			
	SHAMROCK BUILDING SYSTEMS INC		ALLIED VAN LINES	2007	101628	000			
	M & T BANK		OBAYEMI ADE	2007	101629	000			
	M & T BANK		608 WEST 130 ST LLC	2007	101629	000			
	M & T BANK		LEVI LARRY	2007	101629	000			
	M & T BANK		NYC ENVIROMENTAL CONTROL BOAR	2007	101629	000			
	M & T BANK		NYC PARKING VILOATIONS BUREAU	2007	101629	000			
	M & T BANK		NYC TRANSIT ADJUDICATION BURE	2007	101629	000			
	M & T BANK		COOKSEY EDWIN W	2007	101629	000			
	M & T BANK		COOKSEY EDWIN V	2007	101629	000			
	M & T BANK		TRUSTEE FBC EDWIN COOKSEY	2007	101629	000			
	M & T BANK		WGGB ACF EDWIN COOKSEY IRA	2007	101629	001			
	M & T BANK		NORTHERN TRUST BANK OF FLA	2007	101629	001			

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